

5.16.16
2 sent email
to Mr. Cowperthwaite
for Elipio. JM

**Rio Arriba County
Clerk's Office**

Memo

To Records Custodian: Elipio Mercure, RAC Risk Manager

From: Moises A. Morales Jr. County Clerk

CC: Tomas Campos, David Trujillo, Adan Trujillo, Linda J. Padilla, Sophie M. Martinez

Date: 05/06/2016

Re: NM Inspection of Public Records Request **#59**, received May 6, 2016

Please be advised that the Clerk's Office has received a formal request under the New Mexico Inspection of Public Records Act from:

Wheeler Cowperthwaite, whose contact information is as follows:

Telephone: 505-753-2126

Email Address: cowperthwaite@gmail.com

The request is dated May 6, 2016. A copy of this request is attached to this memo and has been issued an identifying number of **#59**. It appears that the records requested are in the custody of your department/office.

Please contact the requester directly using the contact information above to let him/her know when the records are available for inspection or pick-up. Once this request is complete you MUST send an email notifying the Clerk's Office Staff in Española in order for the IPRA to be considered fulfilled.

Deadline: According to the Inspection of Public Records Act, you **MUST** make these records available for inspection **immediately or as soon as practicable under the circumstances**. If you cannot fulfill this request within 3 business days, you shall send the requester a written response explaining when the records will be available to them and cc: Clerks Office Staff in Española. This written explanation is to make sure that you are in compliance with the Inspection of Public Records Act. **Every request MUST be fulfilled no later than FIFTEEN DAYS after the request is received.**

If you have any questions about the Inspection of Public Records Act or this request, please contact County Attorney, Adán Trujillo as soon as possible at ATrujillo@rio-arriba.org or (505) 753-2992.

ATTACHMENT

cc: File

jm

Jeremy G. Maestas

From: Wheeler Cowperthwaite <cowperthwaite@gmail.com>
Sent: Friday, May 06, 2016 11:23 AM
To: Public Requests
Subject: IPRA - Liability insurance documentation, 2013 to 2016 — 5-6-2016

May 6, 2016

To: Moises Morales
Rio Arriba County Clerk

From: Wheeler Cowperthwaite
Staff Writer
Rio Grande SUN
PO Box 790
Española, NM
87532

This is a formal request under the New Mexico Inspection of Public Records Act. I wish to inspect the following in electronic format if possible:

1. The County's liability insurance policy, including policies from 2013 to 2016.
2. All documents relating to the County's liability insurance deductible, including documents relating to the deductible from 2013 to 2016.
3. All documents relating to the County's insurance premium, including documents relating to the premium from 2013 to 2016.

I prefer to receive further communication on this matter electronically.

I prefer to receive records electronically, and would be happy to provide a computer disk (CD) or USB drive for copying.

If records can be e-mailed, please forward them to cowperthwaite@gmail.com.

Please contact me with any questions or to schedule an appointment when the documents are available for inspection or copying. My telephone numbers are 505-753-2126 (office) and 775-453-4162 (cell), and my fax number is 505-753-2140.

Sincerely,
Wheeler Cowperthwaite

--

Wheeler Cowperthwaite
Rio Grande SUN Staff Writer
Work: (505) 753-2126
Cell: (775) 453-4162

Policy Number: [REDACTED]

**COMMON POLICY DECLARATIONS
PREMIUM STATEMENT**

Named Insured:

COUNTY OF RIO ARriba
ATTN: RISK MANAGEMENT
PO BOX 127
TIERRA AMARILLA, NM 87575-0127

Producer:

[REDACTED]
[REDACTED]
[REDACTED]

Premium Statement for the period from July 01, 2015 **to** July 01, 2016

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE SECTION	PREMIUM		
	At inception	1st Anniversary	2nd Anniversary
[REDACTED]	[REDACTED]		
Liability Coverages	\$128,676		
[REDACTED]	[REDACTED]		
Professional Liability Coverages	\$159,298		
[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]		

3 3-72-0027 07/20/2015 P1B CPW PR 1.000

Policy Number: [REDACTED]

**COMMON POLICY DECLARATIONS
PREMIUM STATEMENT**

Named Insured:

COUNTY OF RIO ARRIBA
ATTN: RISK MANAGEMENT
PO BOX 127
TIERRA AMARILLA, NM 87575-0127

Producer:

[REDACTED]
[REDACTED]
[REDACTED]

Premium Statement for the period from July 01, 2014 **to** July 01, 2015

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE SECTION	PREMIUM		
	At inception	1st Anniversary	2nd Anniversary
[REDACTED]	[REDACTED]		
Liability Coverages	\$125,492		
[REDACTED]	[REDACTED]		
Professional Liability Coverages	\$134,368		
[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]		

3 3-72-0027 06/26/2014 P1B CPW PR 1.000

Policy Number: [REDACTED]

**COMMON POLICY DECLARATIONS
PREMIUM STATEMENT**

Named Insured:

COUNTY OF RIO ARriba
ATTN: RISK MANAGEMENT
PO BOX 127
TIERRA AMARILLA, NM 87575-0127

Producer:

[REDACTED]
[REDACTED]
[REDACTED]

Premium Statement for the period from July 01, 2013 to July 01, 2014

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE SECTION	PREMIUM		
	At inception	1st Anniversary	2nd Anniversary
[REDACTED]	[REDACTED]		
Liability Coverages	\$118,684		
[REDACTED]	[REDACTED]		
Professional Liability Coverages	\$129,371		
[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]		

3 3-72-0027 07/03/2013 P1B CPW PR 1.000

SCHEDULE 7

Effective 07/01/2014 , this schedule forms a part of Policy No. [REDACTED]
(At the time stated in the policy)

issued to

COUNTY OF RIO ARRIBA

Producer: [REDACTED] INC.

by Atlantic Specialty Insurance Company

Liability Coverage Part Declarations, ASC 00 05 01 98, Continued:

Forms Applicable to the Liability Coverage Part:

ASC 00 05 01 98	LIABILITY COVERAGE PART DEC
CG 21 75 06 08	EXCLUSION OF CERTIFIED ACTS OF TERRORISM & OTHER TERRORISM
CG 21 87 01 07	CONDITIONAL EXCLUSION OF TERRORISM
GRS GL 101 07 07	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
GRS GL 301 07 07	ADDL INSURED - DESIGNATED PERSON OR ORGANIZATION
GRS GL NM 01 09 07	NM CHANGES - CANCELLATION AND NONRENEWAL
GRS GL NM 02 09 07	NM CHANGES - YOUR RIGHT TO CLAIM INFORMATION
VCG 100 10 98	LIABILITY SCHEDULE
ASC 00 11 01 98	Schedule 7 - LIABILITY FORMS LIST

3 3-72-0027 06/26/2014 P1B CPW PR 1.000

Policy Number: [REDACTED]

LIABILITY COVERAGE PART DECLARATION

Limits of Insurance

General Aggregate	\$3,000,000
Products/Completed Operation Aggregate	\$3,000,000
Coverage A	\$1,050,000 Each Occurrence
Coverage B Personal and Advertising Injury	\$1,050,000
Coverage A & B Loss Only Deductible	\$0 Each Occurrence or Offense
Damage to Premises Rented to You	\$1,000,000 Each Occurrence
Coverage C Health Care and Social Services	\$1,050,000 Each Wrongful Act
Deductible	\$0 Each Wrongful Act
Medical Expense	\$5,000
Failure to Supply	\$100,000 Each Occurrence

Forms applicable to the Liability Coverage Part:

See ASC 00 11 01 98, Schedule 7

3 3-72-0027 06/26/2014 P1B CPW PR 1.000

POLICY NUMBER: ~~XXXXXXXXXXXX~~

CLASS		CLASS DESCRIPTION LOCATION AND PREMIUM BASIS	
44115		General purpose government risks organized as counties	
		Subline(s): 334 Premises/Operations	
	Loc	Bldg	Subline(s)
	1	1	334
48727		Streets, Roads, Highways or Bridges - existence and maintenance hazard only	
		Subline(s): 334 Premises/Operations	
		336 Products/Completed Operations	
	Loc	Bldg	Subline(s)
	1	2	334, 336

Note: See reverse side for definition of premium basis

Definition of Premium Basis

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes.

"cost" means total cost of all work let or sublet in connection with each specific project including: the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work and all fees, bonuses or commissions made, paid or due.

"area" means the total number of square feet or floor space at the insured premises.

"payroll" means remuneration (all money or substitutes for money) earned during the policy period by proprietors and by all employees of the named insured subject to any overtime earnings or limitation of payroll rule applicable in accordance with the manuals in use by the Company.

"sales" means the gross amount charged by the named insured, concessionaires of the named insured or by other trading under the insured's name for all good or products sold or distributed, for operations performed during the policy period and for rentals subject to the limitation sales rule applicable in accordance with the manuals in use by the Company.

"each" means a unit of exposure whose quantity is indicated in the classification footnotes in the manual used by the Company, such as "per person."

"unit" (primarily applicable to apartment buildings and condominiums) means a single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together or by a person living alone.

POLICY NUMBER: [REDACTED]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART (CLAIMS-MADE)

SECTION II. WHO IS AN INSURED is amended to include as an insured the person or organization shown below, but only with respect to liability arising out of your premises or operations.

[If no entry appears below, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

Name of person or organization:

RAY AND CAROLYN BARRON
HC 75 BOX 122
CHAMA, NM 87520-9708
RAY AND CAROLYN BARRON
HC 75 BOX 122
CHAMA, NM 87520-9708

3 3-72-0027 06/26/2014 P1B CPW PR 1.000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or

- (2) Outside of the United States in the case of:
- (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
- c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".
- Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

- a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
- b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or

- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

- a. Physical injury that involves a substantial risk of death; or
- b. Protracted and obvious physical disfigurement; or
- c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CLAIMS-MADE)

The following is added to **SECTION IV – GENERAL LIABILITY CONDITIONS**

CANCELLATION

Permissible Reasons And Notice Period

- a. If this policy is in effect less than 60 days, we may cancel for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.
- b. If this policy is in effect 60 days or more, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium.
 - (2) There has been a substantial change in the risk assumed by us since the policy was issued.
 - (3) The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us.
 - (4) Willful and negligent acts or omission by the insured have substantially increased the hazards insured against.
 - (5) You presented a claim based on fraud or material misrepresentation.
- c. If we cancel subject to b. above, we will mail or deliver to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation, for the reason set forth in b.(1).
 - (2) 30 days before the effective date of cancellation, for the reason set forth in b.(2).
 - (3) 15 days before the effective date of cancellation, for a reason set forth in b.(3), b.(4) or b.(5).

The written notice will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or lienholder under this policy.

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of the nonrenewal not less than 30 days before the expiration date of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES – YOUR RIGHT TO CLAIM INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (CLAIMS-MADE)

The following is added to **SECTION IV – GENERAL LIABILITY CONDITIONS**

YOUR RIGHT TO CLAIM AND OCCURRENCE INFORMATION

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of the Duties in the Event of Occurrence, Offense, Claim or Suit Condition (Section IV). We will include the date and brief description of the "occurrence" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit and Products – Completed Operations Aggregate Limit.

We will also provide the first Named Insured shown in the Declarations the following information relating to this general liability coverage form:

- a. The sum of all premiums charged or billed by the insurer; and
- b. A list of all pending open claims.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination, or within 60 days of the first Named Insured's written request. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the named insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

SCHEDULE 8

Effective 07/01/2014 ,this schedule forms a part of Policy No. [REDACTED]

(At the time stated in the policy)

issued to

COUNTY OF RIO ARRIBA

Producer: [REDACTED]

by Atlantic Specialty Insurance Company

Commercial Professional Liability Coverage Part Declarations,
APR 005 02 99, Continued

Forms Applicable to the Professional Liability Coverage Part:

APR 005 02 99	PROFESSIONAL LIAB DECLARATIONS
GRS EO 102 07 07	PUBLIC OFFICIALS ERRORS & OMISSIONS - CLAIMS MADE
GRS EO NM 01 09 07	NM CHANGES - CANCELLATION AND NONRENEWAL
GRS EO NM 02 09 07	NM CHANGES - YOUR RIGHT TO CLAIM INFORMATION
GRS LE 102 07 07	LAW ENFORCEMENT LIABILITY COVERAGE FORM - CLAIMS MADE
GRS LE 301 07 07	ADDL INSD - DESIGNATED PERSON OR ORGANIZATION
GRS LE NM 01 09 07	NM CHANGES - CANCELLATION AND NONRENEWAL
GRS LE NM 02 09 07	NM CHANGES - YOUR RIGHT TO CLAIM INFORMATION
ASC 00 11 01 98	Schedule 8 - PROF LIAB POLICY FORMS LIST

3 3-72-0027 06/26/2014 P1B CPW PR 1.000

Policy Number: [REDACTED]

PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

Limits of Insurance

Public Officials Errors & Omissions	\$1,050,000 Each Wrongful Act \$3,000,000 Aggregate \$10,000 Deductible Each Wrongful Act 01/01/1988 Retro Date
Public Officials Employment Practices	\$1,050,000 Each Offense \$3,000,000 Aggregate \$15,000 Deductible Each Offense 01/01/1988 Retro Date
Public Officials Employee Benefits Administration	\$1,050,000 Each Offense \$3,000,000 Aggregate \$5,000 Deductible Each Offense 01/01/1988 Retro Date
Law Enforcement Liability	\$1,050,000 Each Wrongful Act \$3,000,000 Aggregate \$35,000 Deductible Each Wrongful Act 05/01/1997 Retro Date

Forms applicable to the Professional Liability Coverage Part:

See ASC 00 11 01 98, Schedule 8

3 3-72-0027 06/26/2014 P1B CPW PR 1.000

POLICY NUMBER: [REDACTED]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART (CLAIMS-MADE)

SECTION IV – WHO IS AN INSURED is amended to include as an insured the person or organization shown below, but only with respect to liability arising out of your premises or operations.

[If no entry appears below, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

Name of person or organization:

LEO MARTINEZ CONSULTANT TO SHERIFF
THOMAS RODELLA

3 3-72-0027 06/26/2014 P1B CPW PR 1.000

POLICY NUMBER: [REDACTED]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART
LAW ENFORCEMENT LIABILITY COVERAGE PART (CLAIMS-MADE)

SECTION IV – WHO IS AN INSURED is amended to include as an insured the person or organization shown below, but only with respect to liability arising out of your premises or operations.

[If no entry appears below, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

Name of person or organization:

RICHARD GUILLEN, CONSULTANT TO SHERIFF
THOMAS RODELLA

3 3-72-0027 06/26/2014 P1B CPW PR 1.000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART (CLAIMS-MADE)

The following is added to **SECTION VI – CONDITIONS**

CANCELLATION

Permissible Reasons And Notice Period

- a. If this policy is in effect less than 60 days, we may cancel for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.
- b. If this policy is in effect 60 days or more, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium.
 - (2) There has been a substantial change in the risk assumed by us since the policy was issued.
 - (3) The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us.
 - (4) Willful and negligent acts or omission by the insured have substantially increased the hazards insured against.
 - (5) You presented a claim based on fraud or material misrepresentation.
- c. If we cancel subject to b. above, we will mail or deliver to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation, for the reason set forth in b.(1).
 - (2) 30 days before the effective date of cancellation, for the reason set forth in b.(2).
 - (3) 15 days before the effective date of cancellation, for a reason set forth in b.(3), b.(4) or b.(5).

The written notice will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or lienholder under this policy.

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of the nonrenewal not less than 30 days before the expiration date of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES – YOUR RIGHT TO CLAIM INFORMATION

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE PART (CLAIMS-MADE)

The following is added to **SECTION VI – CONDITIONS**

YOUR RIGHT TO CLAIM AND WRONGFUL ACT INFORMATION

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans", not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of the Duties in the Event of A Wrongful Act, Employment Practices Offense, Employee Benefit Administration Offense, Claim or Suit Condition (Section VI). We will include the date and brief description of the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

We will also provide the first Named Insured shown in the Declarations the following information relating to this general liability coverage form:

- a. The sum of all premiums charged or billed by the insurer; and
- b. A list of all pending open claims.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination, or within 60 days of the first Named Insured's written request. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim and "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the named insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE FORM
LAW ENFORCEMENT LIABILITY COVERAGE FORM (CLAIMS-MADE)

The following is added to **SECTION VI – CONDITIONS**

CANCELLATION

Permissible Reasons And Notice Period

- a. If this policy is in effect less than 60 days, we may cancel for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.
- b. If this policy is in effect 60 days or more, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium.
 - (2) There has been a substantial change in the risk assumed by us since the policy was issued.
 - (3) The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us.
 - (4) Willful and negligent acts or omission by the insured have substantially increased the hazards insured against.
 - (5) You presented a claim based on fraud or material misrepresentation.
- c. If we cancel subject to b. above, we will mail or deliver to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation, for the reason set forth in b.(1).
 - (2) 30 days before the effective date of cancellation, for the reason set forth in b.(2).
 - (3) 15 days before the effective date of cancellation, for a reason set forth in b.(3), b.(4) or b.(5).

The written notice will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or lienholder under this policy.

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of the nonrenewal not less than 30 days before the expiration date of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES – YOUR RIGHT TO CLAIM INFORMATION

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART (CLAIMS-MADE)

The following is added to **SECTION VI – CONDITIONS**

YOUR RIGHT TO CLAIM AND WRONGFUL ACT INFORMATION

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "law enforcement wrongful act", not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of the Duties in the Event of A Law Enforcement Wrongful Act, Claim or Suit Condition (Section VI). We will include the date and brief description of the "law enforcement wrongful act" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

We will also provide the first Named Insured shown in the Declarations the following information relating to this general liability coverage form:

- a. The sum of all premiums charged or billed by the insurer; and
- b. A list of all pending open claims.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination, or within 60 days of the first Named Insured's written request. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim and "law enforcement wrongful act" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the named insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS**.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any "claim" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or C or medical expenses under Coverage D.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B and C.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or "claim", knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred, in whole or in part, by any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or "claim", includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or "claim":

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or "claim" for damages because of the "bodily injury" or "property damage"; or

- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred, in whole or in part, or has begun to occur, changed, continued or resumed.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the "claim" against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is not being used to carry persons or property for a charge;
- (3) A watercraft you own that is not powered by a motor, or powered by a motor or a combination of motors of 100 horsepower or less, or a personal watercraft;
- (4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (5) Liability assumed by you under an "insured contract" for the ownership, maintenance or use of aircraft or watercraft, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged or designated as covered autos under your Automobile liability insurance; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (7) An aircraft chartered with crew and pilot. This exception does not apply if the aircraft is owned by you or the aircraft is being used to carry any person or property for a charge.

c. Asbestos, Nuclear

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to:

- (1) any asbestos or asbestos-containing materials;
- (2) any radioactive matter or nuclear material.

d. Contractual Liability

"Bodily injury" or "property damage" for which any insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed by you in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a "suit" in which damages to which this insurance applies are alleged.

e. Dam, Reservoir or Levee Structural Failure or Collapse

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to the structural failure, collapse, bursting, flooding, cracking, settling, seepage, underseepage, subsidence, landslide or earth movement of any dam, reservoir or levee.

This exclusion does not apply to "bodily injury" or "property damage" arising out of the structural failure, collapse, bursting, flooding, cracking, settling, subsidence, landslide or earth movement of any dam, reservoir or levee which is scheduled in the policy declarations.

f. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising directly or indirectly out of, or in any way related to:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

g. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 30 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (5) of this exclusion does not apply to "property damage" resulting from actions taken to protect persons or property by your fire, ambulance or rescue services.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

h. Damage To Your Product

"Property damage" to "your product" arising directly or indirectly out of, or in any way related to it or any part of it.

i. Damage To Your Work

"Property damage" to "your work" arising directly or indirectly out of, or in any way related to it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

j. Distribution of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

k. Electronic Data

"Bodily injury" and "property damage" arising directly or indirectly out of, or in any way related to the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

l. Eminent Domain or Condemnation

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to any impairment, deprivation or destruction of property, including loss of use or diminution in value thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.

m. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

whether the insured may be liable as an employer or in any other capacity; and

to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by you under an "insured contract".

n. Employment Practices and Employee Benefit Plans

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to your "employment practices" or "administration" of your "employee benefit plans".

o. Failure to Supply

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to the failure to adequately supply electricity, gas, oil, steam, or water service.

However, we won't apply this exclusion if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any insured to obtain, produce, process or transmit such service.

Nor will we apply this exclusion if there is a Failure to Supply limit greater than zero shown in the Declarations.

p. Fungi or Bacteria

- (1) "Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to the actual, alleged, or threatened inhalation of, ingestion of, contact with, dispersal, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) "Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

q. Health Care and Social Services

"Bodily injury" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

r. Law Enforcement Activity

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to any "law enforcement activity".

s. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

t. Mobile Equipment

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

u. Personal And Advertising Injury

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to "personal and advertising injury".

v. Pollution

- (1) "Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising directly or indirectly out of, or in any way related to any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Any "claim" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such "claim" by or on behalf of a governmental authority.

- (3) This exclusion does not apply to "bodily injury" or "property damage" that results from:
- (a) chemicals you use in your sewage treatment, swimming pool maintenance, or water purification operations; or
 - (b) natural gas or propane gas you use in your sewage treatment, swimming pool maintenance, or water purification operations; or
 - (c) the application of any pesticide or herbicide by or for you if such application or use meets all legal or license requirements of any governmental agency or authority which apply to it.
- Also, we won't apply this exclusion to "bodily injury" or "property damage" that results from the application or use of any "pollutants" in the providing of:
- (d) "Potable water" which you supply to others; or
 - (e) Urgent response for the protection of property, human life, health or safety conducted away from premises owned by or rented to or regularly occupied by you; or
 - (f) "Training operations" by you; or
 - (g) Water runoff from the cleaning of equipment used in an "emergency service activity".

- (4) This exclusion does not apply to "bodily injury" or "property damage" to a building or its contents if such "bodily injury" or "property damage" is caused by the escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have the right of way, but only if "bodily injury" or "property damage" occurs away from land you own or lease; and does not result from any corrosive or radioactive "pollutants" in the sewage or waste water.

Paragraphs (3) and (4) of this exclusion only apply if the discharge is accidental, unintended and stopped as soon as possible. The entirety of any discharge or series of related discharges will be deemed a single discharge regardless of the length of time over which the "pollutants" are released. The entirety of any discharge or series of related discharges will be deemed to have occurred at the date the earliest discharge commenced.

Discharge as used in this exclusion includes dispersal, seepage, migration, release or escape.

w. Recall Of Products, Work Or Impaired Property

"Bodily injury" or "property damage" arising directly or indirectly out of, or in any way related to loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

x. Sexual Harassment

"Bodily injury" arising directly or indirectly out of, or in any way related to "sexual harassment" of any person.

y. Sexual Abuse

"Bodily injury" arising directly or indirectly out of, or in any way related to "sexual abuse" of any person; or the negligent:

- (a) employment;
- (b) investigation;
- (c) supervision;
- (d) reporting to the proper authorities, or failing to so report; or
- (e) retention;

of any person who actually or allegedly committed or attempted to commit "sexual abuse" for whom any insured is or ever was legally responsible.

However, we won't apply this exclusion to the named insured, if there is a Sexual Abuse limit greater than zero shown in the Declarations.

z. Volunteer Firefighters

"Bodily injury" or "property damage" to any volunteer firefighter, emergency medical services, first aid, or rescue squad volunteer, that results from his or her duties as a volunteer for you or anyone else.

aa. War

"Bodily injury" or "property damage", however caused, arising directly or indirectly out of, or in any way related to:

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

bb. Workers' Compensation And Similar Laws

Any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

Exclusions **b., f., g., h., i., m., r., s., t., w., aa., and bb.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any "claim" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B, C or medical expenses under Coverage D.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments – Coverages A, B and C.**

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.

b. Breach Of Contract

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to breach of contract, except an implied contract to use another's advertising idea in your "advertisement", or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations.

c. Contractual Liability

"Personal and advertising injury" for which any insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

d. Criminal Acts

"Personal and advertising injury" arising directly or indirectly out of or in any way related to a criminal act committed by or at the direction of the insured.

e. Distribution of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to any action or omission that violates or is alleged to violate;

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

f. Electronic Chatrooms, Bulletin Boards Or Web Logs

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to electronic chatrooms, bulletin boards or web logs any insured hosts, owns, or over which any insured exercises control.

g. Eminent Domain or Condemnation

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to any impairment, deprivation or destruction of property, including loss of use or diminution in value thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.

h. Employment Practices

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to your "employment practices" or "administration" of your "employee benefit plan".

i. Health Care and Social Services

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

j. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to the infringement of copyright, patent, trademark, trade dress, trade name, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

k. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 23.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

l. Law Enforcement Activity

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to any "law enforcement activity".

m. Material Published Prior To Policy Period

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to "publication" of material whose first "publication" took place before the beginning of the policy period.

n. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to "publication" of material, if done by or at the direction of the insured with knowledge of its falsity.

o. Pollution

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

p. Pollution-Related

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

q. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

r. Sexual Harassment

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to "sexual harassment" or "sexual abuse".

s. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to attract or mislead another's potential customers.

t. Volunteers

"Personal and advertising injury" to any volunteer firefighter, emergency medical services, first aid, or rescue squad volunteer, that results from his or her duties as a volunteer for you or anyone else.

u. War

"Personal and advertising injury", however caused, arising directly or indirectly out of, or in any way related to:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

v. Wrong Description Of Prices

"Personal and advertising injury" arising directly or indirectly out of, or in any way related to the wrong description of the price of goods, products or services stated in your "advertisement".

COVERAGE C HEALTH CARE AND SOCIAL SERVICES LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "health care and social services wrongful act" if a limit is indicated for Coverage C. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for a "healthcare and social services wrongful act" to which this insurance does not apply. We may at our discretion investigate any "health care and social services wrongful act" and settle any "claim" that may result. But:

- (1) the amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, or C** or medical expenses under **COVERAGE D**.

- b.** This insurance applies only if:

- (1) The damages are caused by a "health care and social services wrongful act" arising out of your operations; and
- (2) The "health care and social services wrongful act" takes place in the "coverage territory" during the policy period.

2. Exclusions Applicable to Coverage C

All exclusions under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE C**, except that exclusion q. **Health Care and Social Services** under **COVERAGE A** will not apply.

All exclusions under **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE C**, except that exclusion i. **Health Care and Social Services** under **COVERAGE B** will not apply.

Jail Nurses

Exclusion r. **Law Enforcement Activity** under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and exclusion i. **Law Enforcement Activity** under **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** will not apply to jail nurses

In addition, this insurance does not apply to:

a. Medical Doctors And Nursing Homes

Services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility

b. Criminal Acts

Damages, loss or expense arising directly or indirectly out of, or in any way related to any fraudulent, dishonest, criminal or malicious act of the insured or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured. However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

COVERAGE D MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Correctional And Similar Facilities

To a person injured while being detained, held, or imprisoned in any correctional facility, jail, penal institution, penitentiary, prison, or similar facility.

c. Day Camps Or Overnight Camps

To a person injured while attending or taking part in any day or overnight camp which you operate or sponsor.

d. Day Care Centers

To a person injured while attending or being cared for in any adult or child day care center.

e. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

f. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

g. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

h. Recreation Programs And Athletics Activities

To a person injured while practicing, instructing or participating in any recreation program, physical exercises or games, sports, or athletic contests.

i. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

j. Coverage A Exclusions

Excluded under Coverage A.

YOUR DEDUCTIBLE – COVERAGES A, B, AND C

Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any Deductible Amount shown in the policy declarations for Coverage A Property Damage Each Occurrence, Coverage A and Coverage B Each Occurrence or Each Offense, or Coverage C Each Wrongful Act. **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C** will not be reduced by the application of the deductible amount.

1. Limits of Insurance applicable to each occurrence, offense or wrongful act will not be reduced by the Deductible amount. Aggregate limits applicable to Coverage A or Coverage B or Coverage C will not be reduced by the application of the Deductible Amount.
2. The Deductible amount applies only to damages for each occurrence, offense or wrongful act regardless of the number of insureds, persons, or organizations making "claims" or "claims" made because of such occurrence, offense or wrongful act.
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any "suits" seeking those damages; and
 - b. Your duties in the event of an occurrence, offense, wrongful act or "claim"apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible Amount to effect settlement of any "claim" and, upon notification of the action taken; you shall promptly reimburse us for such part of the Deductible amount paid by us.

SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C

1. We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend,
 - a. All expenses we incur.
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds, nor will we be a principal under these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation of a "claim" or defense of a "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit", but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered "claim", will be subject to **SECTION III – LIMITS OF INSURANCE**.

- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- h. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for damages that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence", offense, or "health care and social services wrongful act" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.d.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. we have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. If you are designated in the Declarations as a governmental unit, you are an insured. Your operating authorities, boards, commissions, districts or any other governmental units are an insured, provided that you operate, control, and fund the authority, board, commission, district or any other governmental unit and to which no other similar insurance is available, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - f. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your current or previously elected or appointed officials of the named insured while performing duties related to the conduct of your business.
 - b. Your current or previously elected or appointed officials of your operating authorities, boards, commissions, districts or any other governmental units, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - c. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services unless that person is not a medical doctor or nurse; and is acting as a good Samaritan in response to an accident or public emergency. This subparagraph does not apply to **COVERAGE C HEALTH CARE AND SOCIAL SERVICES LIABILITY**.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - d. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- e. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured under this Coverage Part.

- 3. If you are an organization other than a partnership or joint venture, any organization you newly acquire or form over which you exercise controlling interest and actively manage and to which no other similar insurance is available will be deemed to be a named insured.
 - a. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - b. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - c. Coverage C does not apply to injury arising out of a "health care and social services wrongful act" committed before you acquired or formed the organization.
- 4. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance is an insured.
 - a. The above applies only with respect to "your work", "your product" or premises owned or used by you.
 - b. The above does not apply unless the written contract or written agreement has been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
 - c. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement in the Declarations for this policy, whichever are less. The Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

However, no such person or organization under contract is an insured for "bodily injury", "property damage", or "personal and advertising injury" that results from its sole negligence.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made; or
 - c. Persons or organizations making "claims".
- 2. The General Aggregate Limit is the most we will pay for the sum of all:
 - a. Medical expenses under Coverage D;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B; and
 - d. Damages under Coverage C.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for the sum of all damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all:
 - a. Damages under Coverage A;
 - b. Damages under Failure to Supply Coverage;
 - c. Damages under Sexual Abuse Coverage; and
 - d. Medical expenses under Coverage Dbecause of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph 2. above, the Each Wrongful Act Limit is the most we will pay for damages under Coverage C.
7. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
8. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage D for all medical expenses because of "bodily injury" sustained by any one person.
9. If one "occurrence", offense or "health care and social services wrongful act" causes "bodily injury", "property damage", "personal and advertising injury" or injury during this policy period, which is otherwise covered, and during the policy period of one or more prior and/or future policies that include a general liability coverage part for the insured issued by us or any affiliated insurance company, which is otherwise covered, the amount we will pay is limited as follows: This policy's Each Occurrence Limit, or Each Offense Limit or Each Health Care and Social Services Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence", offense or "health care and social services wrongful act".

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Wrongful Act, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, or wrongful act which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense or wrongful act took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense or wrongful act.
- b. If a "claim" is made against any insured, you must:
 - (1) Immediately record the specifics of the "claim" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under Coverages A, B or C of this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;
- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion b. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

7. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section - III Limits of Insurance, Paragraphs **b.(3)** and **d.(1-3)** of Coverage A, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

8. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling "employees" or "volunteer workers", other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";
 - c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of "employees" or "volunteer workers" under your "employee benefit plans".

2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
4. "Bodily injury" means physical harm, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" also includes mental anguish, emotional distress, or illness if the mental anguish emotional distress or illness results from such physical harm, sickness or disease at any time. "Bodily injury" also includes loss of care or services resulting from such physical harm, sickness or disease at any time.
5. "Claim(s)" means an oral or written demand, including a "suit", for payment of money damages.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communicationprovided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
7. "Emergency Service Activity" means:
 - a. all operations conducted by your firefighting, emergency medical services, or rescue squad units; and
 - b. which are sanctioned by you.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Employee benefit plan" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to employees or volunteers.
10. "Employment practices" means an actual or alleged improper employment related practice, policy, act, omission or supervision involving an actual, prospective, or former "volunteer worker" or "employee".
11. "Executive officers" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
12. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
13. "Health care and social services wrongful act" means an error, omission or negligent act:
 - a. in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - b. in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;

- c. in the handling of patients by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - (1) from the place where they are accepted for movement into or onto the means of transport,
 - (2) during transport, and
 - (3) from the means of transport to the place where they are finally delivered; and
 - d. relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.
14. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
15. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 - if such property can be restored to use by:
 - a. the repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. your fulfilling the terms of the contract or agreement.
16. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.
17. "Law enforcement activity(ies)" means:
- a. any official activity conducted in the course of your law enforcement operations;
 - b. any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
 - c. ownership, maintenance, operation or use of any premises by your law enforcement operations;
 - d. any criminal prosecution activity by judicial officers, prosecution attorneys, and staff other than public defenders or criminal defense attorneys.
18. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

19. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
20. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
 - Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - Equipment designed primarily for:
 - Snow removal;
 - Road maintenance, but not construction or resurfacing; or
 - Street cleaning;
 - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged or designated as covered autos under your automobile liability insurance. Instead, those land vehicles are considered "autos".
21. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
22. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
 - Malicious prosecution;
 - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - "Publication" of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - "Publication" of material that violates a person's right of privacy;
 - The use of another's advertising idea in your "advertisement"; or
 - Infringing upon another's copyright, trade dress or slogan in your "advertisement".

23. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
24. "Potable water" means water intended and provided for human consumption.
25. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
 Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
26. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
27. "Publication" means any method of announcing or disseminating any material to any third party.
28. "Sexual Abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include "sexual harassment".
29. "Sexual harassment" means any actual, attempted, or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or persons acting in concert, which causes injury. "Sexual harassment" includes:
- a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
30. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

31. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
32. "Training Operations" means activities used to prepare, train, or instruct members of a fire department, emergency medical services unit, or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.
33. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
34. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
35. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
 - (2) The providing of or failure to provide warnings or instructions.

PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION VI. CONDITIONS** contained in this coverage part.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION IV. WHO IS AN INSURED**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**

SECTION I – COVERAGES

A. Insuring Agreement – Liability for Wrongful Acts

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" resulting from a "wrongful act" to which this insurance applies. This insurance DOES NOT apply to any "claim" resulting from a "wrongful act" which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any "claim" that may result.

However:

- a. The amount we will pay for "damages" is limited as described in **SECTION V. LIMITS OF INSURANCE**; and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**

3. This insurance applies to "damages" resulting from a "wrongful act" only if the "wrongful act" was committed:
 - a. By an insured in the course and scope of their duties for you;
 - b. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and
 - c. A "claim" for "damages" is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under **SECTION VIII – EXTENDED REPORTING PERIODS**

A "claim" will be deemed to have been made when written notice of such "claim" is received by any insured or by us, whichever comes first. All "claims" resulting from a "wrongful act" or a series of "related wrongful acts" will be deemed to have been made when the first of those "claims" is made against any insured.

Notice to us that:

- all or part of any insured's acts or omissions may in the future be discovered to be a "wrongful act"; and
- any insured may in the future receive written notice of a "wrongful act" or "claim";

is not notice of a "wrongful act".

4. We will consider each "wrongful act" in a series of "related wrongful acts" to have been committed on the date of the first "wrongful act", including any continuation, change or resumption of such "wrongful act".

This insurance applies to "damages" arising out of a "wrongful act" committed anywhere in the world, but only if the insured's liability for "damages" is determined in a "claim" on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

B. Insuring Agreement – Liability for Employment Practices Offense

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" resulting from an "employment practices offense" to which this insurance applies. This insurance DOES NOT apply to any "claim" resulting from an "employment practices offense" which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right and duty to defend the insured against any "suit" seeking those "damages". For the purposes of this Coverage B, "suit" shall include an Equal Employment Opportunity Commission (EEOC) hearing or proceeding or equivalent state or local agency hearing or proceeding. However, we will have no duty to defend the insured against any "suit" seeking "damages" for an "employment practices offense" to which this insurance does not apply. We may, at our discretion, investigate any "employment practices offense" and settle any "claim" that may result.

However:

- a. The amount we will pay for "damages" is limited as described in **SECTION V – LIMITS OF INSURANCE**; and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D)**.

3. This insurance applies to "damages" resulting from an "employment practices offense" only if the "employment practices offense" was committed:
 - a. By an insured in the course and scope of their duties for you;
 - b. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and
 - c. A "claim" for "damages" is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under **SECTION VIII – EXTENDED REPORTING PERIODS**

A "claim" will be deemed to have been made when written notice of such "claim" is received by any insured or by us, whichever comes first. All "claims" resulting from an "employment practices offense" or a series of "related employment practices offenses" will be deemed to have been made when the first of those "claims" is made against any insured.

Notice to us that:

- all or part of any insured's acts or omissions may in the future be discovered to be an "employment practices offense"; and
- any insured may in the future receive written notice of an "employment practices offense" or "claim";

is not notice of an "employment practices offense".

4. We will consider each "employment practices offense" in a series of "related employment practices offenses" to have been committed on the date of the first "employment practices offense", including any continuation, change or resumption of such "employment practices offense".

This insurance applies to "damages" arising out of an "employment practices offense" committed anywhere in the world, but only if the insured's liability for "damages" is determined in a "claim" on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

C. Insuring Agreement – Liability for Employee Benefit Administration Offenses

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" resulting from an offense in the "administration" of your "employee benefit plans" to which this insurance applies. This insurance DOES NOT apply to any "claim" resulting from an offense in the "administration" of "employee benefit plans" which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for an offense in the "administration" of "employee benefit plans" to which this insurance does not apply. We may, at our discretion, investigate any offense in the "administration" of "employee benefit plans" and settle any "claim" that may result.

However:

- a. The amount we will pay for "damages" is limited as described in **SECTION V - LIMITS OF INSURANCE** and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**.

3. This insurance applies to "damages" resulting from an offense in the "administration" of "employee benefit plans" only if the offense in the "administration" of "employee benefit plans" was committed:
 - a. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and
 - b. A "claim" for "damages" is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under **SECTION VIII – EXTENDED REPORTING PERIODS**

A "claim" will be deemed to have been made when written notice of such "claim" is received by any insured or by us, whichever comes first. All "claims" resulting from an offense in the "administration" of your "employee benefit plans" or a series of related offenses will be deemed to have been made when the first of those "claims" is made against any insured.

Notice to us that:

- all or part of any insured's acts or omissions may in the future be discovered to be an offense; and
- any insured may in the future receive written notice of an offense or "claim";

is not notice of an offense in the "administration" of your "employee benefit plans".

4. We will consider each offense in the "administration" of "employee benefit plans" in a series of related offenses to have been committed on the date of the first such offense including any continuation, change or resumption of such offense.

This insurance applies to "damages" arising out of an offense in the "administration" of "employee benefit plans" committed anywhere in the world, but only if the insured's liability for "damages" is determined in a "claim" on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

D. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend, subject to your Deductible Amount:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
3. Up to \$1,000 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
4. All court costs taxed against the insured in the "claim", but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered "claim", will be subject to **SECTION V – LIMITS OF INSURANCE**.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for "damages" that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

SECTION II – Your Deductible

Our obligation to pay "damages" on your behalf applies only to the amount of "damages" in excess of any Deductible Amount shown in the policy Declarations for Coverage A or Coverage B or Coverage C.

1. Limits of Insurance applicable to each "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans" will not be reduced by the Deductible Amount. The aggregate limit applicable to Coverage A or Coverage B or Coverage C will not be reduced by the application of the Deductible Amount.
2. The Deductible Amount applies to all "damages" and "loss adjustment expenses" for each "wrongful act", for each "employment practices offense", or for each offense in the "administration" of your "employee benefit plans" regardless of the number of insureds, persons, or organizations making "claims" or "claims" made because of such "wrongful act", "employment practices offense", or offense in the "administration" of your "employee benefit plans".
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any "suits" seeking those "damages"; and
 - b. Your duties in the event of a "wrongful act", "employment practices offense", or for each offense in the "administration" of your "employee benefit plans" or "claim"apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible Amount to effect settlement of any "claim" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount paid by us.

SECTION III – EXCLUSIONS

This insurance does not apply under either **Coverage A** or **Coverage B** or **Coverage C** to:

1. Asbestos, Fungi or Bacteria, Nuclear

Any "claim" arising directly or indirectly out of, or in any way related to:

- a. asbestos or asbestos-containing materials;
- b. any radioactive matter or nuclear material;
- c. "fungi" or bacteria

2. Bodily Injury, Property Damage, Personal and Advertising Injury

"Bodily injury", "property damage", or "personal and advertising injury" except "personal and advertising injury" when resulting from a covered "employment practices offense", under Coverage B of this Coverage Part.

This exclusion does not apply to loss of use and/or value of tangible property that is not physically impaired as a result of a land use approval process or permitting process associated with land use or building.

3. Claims Against Other Insureds

Any "claim" against any insured by any other insured.

This exclusion does not apply to Coverage B, of this Coverage Part.

4. Contracts

Any "claim" arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which the insured is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations. However this exclusion does not apply to liability the insured would have in the absence of the contract or agreement.

5. Criminal Acts

Any "claim" arising directly or indirectly out of, or in any way related to a dishonest, malicious, fraudulent, or criminal act, or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured.

However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication established such an act or the insured confirms such an act.

6. Debt Financing

Any "claim" arising directly or indirectly out of, or in any way related to debt financing issued by or for you.

7. Declaratory & Injunctive Relief

Any "claim" or any part of any "claim" seeking injunctive, declaratory or equitable relief and related costs inclusive of any attorneys' fees or attorneys' expenses. This includes any amount required to comply with a court or administrative order, judgment, ruling, or decree that results from any action or demand, including, but not limited to, costs of physical alterations required to comply with the Americans with Disabilities Act or similar laws.

This exclusion does not apply to our duty to defend an EEOC or similar state or local agency administrative hearing or proceeding under Coverage B. of this Coverage Part.

8. Eminent Domain or Condemnation

Any "claim" arising directly or indirectly out of, or in any way related to any impairment, deprivation or destruction of property, including loss of use or diminution in value thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.

9. Employment Practices

Any "claim" arising directly or indirectly out of, or in any way related to your "employment practices offenses". This exclusion does not apply to Coverage B. of this Coverage Part.

10. ERISA, COBRA, OSHA, WARN and NLRA Act Liability

Any "claim" arising directly or indirectly out of, or in any way related to an insured's obligations under:

- a. the Employee Retirement Income Security Act of 1974 (ERISA);
- b. the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA);
- c. Fair Labor Standards Act of 1938 (except Equal Pay Act);
- d. the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN);
- e. Occupational Safety and Health Act (OSHA);
- f. National Labor Relations Act of 1947 (NLRA); or
- g. any similar federal, state, or local laws or regulations;
including subsequent amendments or any regulations promulgated thereunder.

This exclusion does not apply to a retaliation offense under Coverage B. of this Coverage Part.

11. Failure to Maintain Insurance

The failure to effect or maintain:

- a. Insurance of any kind, including adequate limits of insurance; or
- b. Suretyship or bonds.

This exclusion does not apply to Coverage C of this Coverage Part.

12. Fines and Penalties

Fines and penalties. This exclusion does not apply to punitive or exemplary damages where allowed by law.

13. Governmental Enforcement Action

Any "claim" arising directly or indirectly out of, or in any way related to an insured's willful violation of any federal, state, or local law, rule, or regulation.

14. Health Care and Social Services

Any "claim" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

This exclusion does not apply to:

- a. an "employment practices offense" involving your health care or social service agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" involving your health care or social service agency under Coverage C of this Coverage Part.

15. Known Prior Acts

Any "claim" arising directly or indirectly out of, or in any way related to any "wrongful act", "employment practices offense" or any offense in the "administration" of "employee benefit plans" which takes place prior to the inception date of this Coverage Part or any continuous Coverage Part issued by us or any affiliated insurance company, if any of your officers, your legal department or an "employee" you designate to give or receive notice of a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" knew or reasonably should have foreseen that such "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" would give rise to a "claim".

A "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" will be considered known to have taken place at the earliest time when any of your officers, your legal department or an "employee" you designate to give or receive notice of a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" or "claim":

- (a) Reports all, or any part, of the "wrongful act", "employment practices offense" or any offense in the "administration" of "employee benefit plans" to us or any other insurer;
- (b) Receives a written or verbal demand or "claim" for damages; or
- (c) Becomes aware by any other means that a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" has taken place or has begun to take place.

16. Law Enforcement

Any "claim" arising directly or indirectly out of, or in any way related to any "law enforcement activity". This exclusion does not apply to:

- a. an "employment practices offense" committed by your law enforcement agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" committed by your law enforcement agency under Coverage C. of this Coverage Part.

17. Performance of Employee Benefit Plans

Any "employment practices offense" or any offense in the "administration" of "employee benefit plans" arising directly or indirectly out of, or in any way related to:

- a. Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
- b. Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other "employee benefit plan";
- c. Errors in providing information or failing to provide information on past performance of investment vehicles;
- d. Failure of any insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under "employee benefit plans" or the providing, handling or investment of funds;
- e. The liability of others which is assumed by any insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
- f. Any "claim" for the return of compensation paid by any insured if a court determines that the payment was illegal; or
- g. Any "claim" for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit plan".

18. Pollution

- a. Any "claim" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. Any "claim" arising directly or indirectly or in any way related to any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

19. Profit, Advantage or Remuneration

Any "claim" arising directly or indirectly out of, or in any way related to any insured gaining any profit, advantage or remuneration to which that insured is not legally entitled.

20. Sexual Abuse

Any "claim" arising directly or indirectly out of, or in any way related to "sexual abuse" of any person; or the negligent:

- a. employment;
- b. investigation;
- c. supervision;
- d. reporting to the proper authorities, or failing to so report;
- e. retention;

of any person who actually or allegedly committed or attempted to commit "sexual abuse" for whom any insured is or ever was legally responsible.

21. Strikes, Riot, Civil Commotion or Mob Action

Any "claim" arising directly or indirectly out of, or in any way related to any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations or any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

22. Tax Assessments

Any "claim" arising directly or indirectly out of, or in any way related to any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

23. War

Any "claim", however caused, arising directly or indirectly out of, or in any way related to:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

24. Workers' Compensation and Similar Laws

Any "claim" arising directly or indirectly out of, or in any way related to any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

SECTION IV – WHO IS AN INSURED

If you are designated in the Declarations as a governmental unit, you are an insured. Each of the following is also an insured;

- 1. Your current or previously elected or appointed officials, but only for the conduct of their duties as your elected or appointed officials.
- 2. Any authorities, boards, commissions, councils, districts or other governmental units of the named insured and their employees, which you control and which is funded and operated as part of your total operating budget, and for which no other similar insurance is available.
- 3. Your "employee" or "volunteer workers" but only for acts within the course and scope of their employment or volunteer activities by or for you.
- 4. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured.

SECTION V – LIMITS OF INSURANCE

1. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one "wrongful act" or "related wrongful acts" is the Each Wrongful Act Limit shown in the Declarations.
2. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one "employment practices offense" or "related employment practices offenses" is the Each Employment Practices Offense Limit shown in the Declarations.
3. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one offense or series of related offenses in Employee Benefit Administration is the Each Employee Benefit Administration Offense Limit shown in the Declarations.
4. The most we will pay for all "damages", "claims", "suits" or actions under Coverage A is the Wrongful Act Aggregate Limit shown in the Declarations.
5. The most we will pay for all "damages", "claims", "suits" or actions under Coverage B is the Employment Practices Offense Aggregate Limit shown in the Declarations.
6. The most we will pay for all "damages", "claims", "suits" or actions under Coverage C is the Each Employee Benefit Administration Aggregate Limit shown in the Declarations.

SECTION VI – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Wrongful Act, Employment Practices Offense, Employee Benefit Administration Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of a "wrongful act", "employment practices offense", an offense in the "administration" of your "employee benefit plans", or an offense which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans", took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or "damage" arising out of the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans".
- (4) The manner in which each insured first became aware of the circumstances involved.

Notice of a "wrongful act", "employment practices offense" or an offense in the "administration" of "employee benefit plans" is not notice of a "claim".

b. If a "claim" is made against any insured, you must:

- (1) Immediately record the specifics of the "claim" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "damages" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under Coverages A, B or C of this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;
- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

1. This insurance is excess over any other primary insurance available to you covering liability for "damages" arising out of "wrongful acts", "employment practices offense" or an offense in the "administration" of "employee benefit plans".
2. This insurance is excess over any other insurance that is available during any applicable Supplemental Reporting Period, whether on a primary, excess, contingent, or any other basis.
3. When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
4. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
5. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

7. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section V - Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

8. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII – DEFINITIONS

1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling "employees" or "volunteer workers", other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";
 - c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of "employees" or "volunteer workers" under your "employee benefit plans".
2. "Bodily injury" means physical harm, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" also includes mental anguish, emotional distress, or illness if the mental anguish emotional distress or illness results from such physical harm, sickness or disease at any time. "Bodily injury" also includes loss of care or services resulting from such physical harm, sickness or disease at any time.
3. "Claim(s)" means an oral or written demand, including a "suit", for payment of money "damages".
4. "Computer system" means all associated hardware, software, and electronic data.
5. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute nor the multiple portion of any multiplied damage award.

6. "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employee benefit plans" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to employees or volunteers.
9. "Employment practices offense(s)" means any of the following involving an actual, prospective, or former "employee" or "volunteer worker":
 - a. Demotion or failure to promote, negative evaluation, reassignment or discipline of your current "employee" or "volunteer worker" or wrongful refusal to employ;
 - b. Wrongful termination, meaning the actual or constructive termination of an "employee" or "volunteer worker";
 - c. Negligent hiring or supervision which results in any of the other offenses listed in this definition;
 - d. Retaliatory action against an "employee" or "volunteer worker";
 - e. Coercing an "employee" or "volunteer worker" to commit an unlawful act or omission within the scope of that person's employment;
 - f. Work-related harassment or "sexual harassment";
 - g. Employment-related libel, slander, invasion of privacy, defamation, humiliation or misrepresentation;
 - h. Other work-related verbal, physical, mental or emotional abuse arising from "discrimination";
10. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
11. "Health care and social services wrongful act" means an error, omission, or negligent act:
 - a. in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - b. in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;
 - c. in the handling of patients by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - (1) from the place where they are accepted for movement into or onto the means of transport,
 - (2) during transport, and
 - (3) from the means of transport to the place where they are finally delivered; and
 - d. relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.
12. "Law enforcement activity(ies)" means:
 - a. any official activity conducted in the course of your law enforcement operations;
 - b. any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
 - c. ownership, maintenance, operation or use of any premises by your law enforcement operations;
 - d. any criminal prosecution activity by judicial officers, prosecution attorneys, and staff other than public defenders or criminal defense attorneys.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loss adjustment expenses" means our expenses incurred to adjust a "claim" and include fees paid to attorneys, experts, and investigators used to defend a "suit". "Loss adjustment expenses" does not include the cost of our salaried claims staff and their office expenses or independent adjusters

15. "Network security" means your activities to protect your "computer system" from malicious code or unauthorized use or unauthorized access.
16. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. "Publication" of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. "Publication" of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your advertisement; or
 - g. Infringing upon another's copyright, trade dress or slogan in your advertisement.
17. "Personal information" means an individual's social security number, medical or healthcare data, other protected health information, drivers license number, state identification number, credit card number, debit card number, account number, account histories, passwords, or other nonpublic personal information as defined in "Privacy Regulations". "Personal information" shall not include information that is lawfully made available to the general public for any reason, including but not limited to information from federal, state or local government records.
18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Privacy regulations" means the following statutes and regulations associated with the care, custody, control or use of personally identifiable financial, medical or other sensitive information:
 - a. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 - b. Gramm-Leach-Bliley Act of 1999;
 - c. California Security Breach Notification Act (CA SB 1386),
 - d. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce; or
 - e. other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect "personal information" to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that "personal information" has potentially been compromised.
20. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
21. "Publication" means any method of announcing or disseminating any material to any third party.
22. "Related employment practices offenses" means any multiple, repeated, or continuous "employment practices offense" that is causally connected by facts or circumstances or a series of any "employment practices offenses" causally connected by the same facts or circumstances
23. "Related wrongful acts" means any multiple, repeated, or continuous "wrongful act" that is causally connected by facts or circumstances or a series of any "wrongful acts" causally connected by the same facts or circumstances.

24. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include "sexual harassment".
25. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
 - a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
26. "Suit" means a civil proceeding alleging "damages" to which this insurance applies. "Suit" includes:
 - a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.
27. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
28. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
29. "Wrongful act(s)" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured. "Wrongful act" includes violations of "privacy regulations" and your liability for "damages" to others due to any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach relating to "network security".

SECTION VIII – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for:
 - a. A "Wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" that take place before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be cancelled and the entire premium shall be deemed fully earned and non-refundable upon payment.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days. During this period, you will have the right, subject to part 2. of this section, to report "claims" made and consistent and in accordance with paragraph 2.a. of **PART VI – CONDITIONS**, any "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" which may later result in a "claim".

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".
4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and you have fulfilled all other duties, and complied with all other conditions and requirements, under this Coverage Part.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of "damages"; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

Each Wrongful Act

Each Employment Practices Offense

Each Employee Benefit Administration

Wrongful Act Aggregate Limit

Employment Practices Offense Aggregate Limit

Employee Benefit Administration Aggregate Limit

The LIMITS OF INSURANCE (Section V) provisions of this coverage part will be amended accordingly.

LAW ENFORCEMENT LIABILITY COVERAGE FORM

CLAIMS-MADE

for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION VI – CONDITIONS** contained in this coverage part.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION IV – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII – DEFINITIONS**.

SECTION I – COVERAGES

A. Insuring Agreement – Liability for Law Enforcement Wrongful Acts

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" resulting from a "law enforcement wrongful act" to which this insurance applies. This insurance **DOES NOT** apply to any "claim" resulting from a "law enforcement wrongful act" which takes place in whole or in part prior to the Retroactive Date Shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for a "law enforcement wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any "law enforcement wrongful act" and settle any "claim" that may result.

However:

- a. The amount we will pay for "damages" is limited as described in **SECTION V – LIMITS OF INSURANCE**; and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS (SECTION I. B.)**.

3. This insurance applies to "damages" resulting from a "law enforcement wrongful act" only if the "law enforcement wrongful act" was committed:
 - a. By an insured in the course and scope of their "law enforcement activities" for you;
 - b. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and
 - c. A "claim" for "damages" is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under **SECTION VIII – EXTENDED REPORTING PERIODS**.

A "claim" will be deemed to have been made when written notice of such "claim" is received by any insured or by us, whichever comes first. All "claims" resulting from a "law enforcement wrongful act" or a series of "related law enforcement wrongful acts" will be deemed to have been made when the first of those "claims" is made against any insured.

Notice to us that:

- all or part of any insured's acts or omissions may in the future be discovered to be a "law enforcement wrongful act"; and
- any insured may in the future receive written notice of a "law enforcement wrongful act" or "claim";

is not notice of a "law enforcement wrongful act".

4. We will consider each "law enforcement wrongful act" in a series of "related law enforcement wrongful acts" to have been committed on the date of the first "law enforcement wrongful act", including any continuation, change or resumption of such "law enforcement wrongful act".

This insurance applies to "damages" arising out of a "law enforcement wrongful act" committed anywhere in the world, but only if the insured's liability for "damages" is determined in a "claim" on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; Canada; or in a settlement agreed to by us.

B. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend, subject to your Deductible Amount:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
3. Up to \$1,000 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
4. Up to \$25,000 for each "law enforcement wrongful act" for property damage to personal property of others in your care, custody, or control.
5. All court costs taxed against the insured in the "claim", but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered "claim", will be subject to **SECTION V – LIMITS OF INSURANCE**.
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
8. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for "damages" that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

SECTION II – YOUR DEDUCTIBLE

Our obligation to pay "damages" on your behalf applies only to the amount of "damages" in excess of any Deductible Amount shown in the policy Declarations.

1. Limits of Insurance applicable to each "law enforcement wrongful act" will not be reduced by the Deductible Amount. The aggregate limit will not be reduced by the application of the Deductible Amount.
2. The Deductible Amount applies to all "damages" and "loss adjustment expenses" for each "law enforcement wrongful act" regardless of the number of insureds, persons, or organizations making "claims" or "claims" made because of such "law enforcement wrongful act".
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any "suits" seeking those "damages"; and
 - b. Your duties in the event of a "law enforcement wrongful act", or "claim"apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible Amount to effect settlement of any "claim" and, upon notification of the action taken; you shall promptly reimburse us for such part of the Deductible Amount paid by us.

SECTION III – EXCLUSIONS

This insurance does not apply to:

1. Asbestos, Fungi or Bacteria, Nuclear

Any "claim" arising directly or indirectly out of, or in any way related to:

- (a) asbestos or asbestos-containing materials;
- (b) any radioactive matter or nuclear material.
- (c) "fungi" or bacteria

2. Aircraft, Auto Or Watercraft

Any "claim" arising directly or indirectly out of, or in any way related to the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the "claim" against any insured allege any act, error, or omission related to the policies, practices, procedures, supervision, hiring, employment, training or monitoring of others by that insured, if the "law enforcement wrongful act" which resulted in damages involving the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (a) A watercraft you do not own that is used in your "law enforcement activity";
- (b) A watercraft you own that is not powered by a motor, or powered by a motor or a combination of motors of 100 horsepower or less, or a personal watercraft that is used in your "law enforcement activity";
- (c) An aircraft chartered with crew and pilot. This exception does not apply if the aircraft is owned or the aircraft is being used to carry any person or property for a charge.

3. Contracts

Any "claim" arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which the insured is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement, or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations. However this exclusion does not apply to liability the insured would have in the absence of the contract or agreement, or a mutual law enforcement assistance agreement.

4. Criminal Acts

Any "claim" arising directly or indirectly out of, or in any way related to a dishonest, malicious, fraudulent, or criminal act, or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured.

However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication established such an act or the insured confirms such an act.

This exclusion does not apply to "claims" of malicious prosecution.

5. Declaratory & Injunctive Relief

Any "claim" or any part of any "claim" seeking injunctive, declaratory or equitable relief, and related costs inclusive of any attorneys' fees or attorneys' expenses. This includes any amount required to comply with a court or administrative order, judgment, ruling, or decree that results from any action or demand, including, but not limited to, costs of physical alterations required to comply with the Americans with Disabilities Act or similar laws.

6. Employer's Liability

Any "claim" by:

- (a) An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or

- (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) whether the insured may be liable as an employer or in any other capacity; and
- (2) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

7. Employment Related Practices

Any "claim" arising directly or indirectly out of, or in any way related to an actual or alleged improper employment related practice, policy, act, omission or supervision involving an actual, prospective, or former "volunteer worker" or "employee".

8. Health Care and Social Services

Any "claim" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

This exclusion does not apply to your "law enforcement activity" of a first responder who is not a nurse, jail nurse, emergency medical technician, or paramedic.

9. Known Prior Acts

Any "claim" arising directly or indirectly out of, or in any way related to any "law enforcement wrongful act" which takes place prior to the inception date of this Coverage Part or any continuous Coverage Part issued by us or any affiliated insurance company, if any of your officers, your legal department or an "employee" you designate to give or receive notice of a "law enforcement wrongful act" knew or reasonably should have foreseen that such "law enforcement wrongful act" would give rise to a "claim".

A "law enforcement wrongful act" will be considered known to have taken place at the earliest time when any of your officers, your legal department or an "employee" you designate to give or receive notice of a "law enforcement wrongful act" or "claim":

- (a) Reports all, or any part, of the "law enforcement wrongful act" to us or any other insurer;
- (b) Receives a written or verbal demand or "claim" for damages; or
- (c) Becomes aware by any other means that a "law enforcement wrongful act" has taken place or has begun to take place.

10. Pollution

- (a) Any "claim" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (b) Any "claim" arising directly or indirectly or in any way related to any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion does not apply from the use of mace, pepper spray, or tear gas.

11. Property Damage

Damage to property you own, rent, or occupy and damage to personal property in your care, custody or control, except as specifically provided under coverage I. B. **Supplementary Payments.**

12. Volunteers & Others

Any "claim" by any of your "volunteer workers", "leased workers", "temporary workers" or independent contractors.

13. War

Any "claim", however caused, arising directly or indirectly out of, or in any way related to:

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

14. Workers Compensation and Similar Laws

Any "claim" arising directly or indirectly out of, or in any way related to any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION IV – WHO IS AN INSURED

If you are designated in the Declarations as a governmental unit, you are an insured. Each of the following is also an insured but only with respect to your "law enforcement activity";

- 1. Your current or previously elected or appointed officials, but only for the conduct of their duties as your elected or appointed officials.
- 2. Your "employee" or "volunteer workers" but only for acts within the course and scope of their employment or volunteer activities by or for you;
- 3. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement
- 4. Owners of commandeered equipment other than an "auto" while the equipment is in your temporary custody and control.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured.

SECTION V – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made; or
 - c. Persons or organizations making "claims".
- 2. The Aggregate Limit is the most we will pay for all "law enforcement wrongful acts".
- 3. The Coverage A Limit is the most we will pay for each "law enforcement wrongful act" or "related law enforcement wrongful acts".

SECTION VI – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Law Enforcement Wrongful Act, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of a "law enforcement wrongful act" which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "law enforcement wrongful act" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or "damage" arising out of the "law enforcement wrongful act".
 - (4) The manner in which each insured first became aware of the circumstances involved.

Notice of a "law enforcement wrongful act" is not notice of a "claim".

- b. If a "claim" is made against any insured, you must:
- (1) Immediately record the specifics of the "claim" and the date received; and
 - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the "claim" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "damages" to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;
- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

- (1) This insurance is excess over any other primary insurance available to you covering liability for "damages" arising out of "law enforcement wrongful acts".
- (2) This insurance is excess over any other insurance that is available during any applicable Supplemental Reporting Period, whether on a primary, excess, contingent, or any other basis.
- (3) When this insurance is excess, we will have no duty under this Coverage Part to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (4) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.

- (5) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

When this insurance is excess, we will have no duty under this Coverage Part to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

7. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section V – Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

8. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII – DEFINITIONS

1. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
2. "Claim(s)" means an oral or written demand, including a "suit" for payment of money "damages".
3. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute nor the multiple portion of any multiplied damage award.
4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
6. "Health care and social services wrongful act" means an error, omission, or negligent act:
 - a. in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - b. in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;
 - c. in the handling of patients by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - (1) from the place where they are accepted for movement into or onto the means of transport,
 - (2) during transport, and
 - (3) from the means of transport to the place where they are finally delivered; and
 - d. relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.
7. "Law enforcement activity(ies)" means:
 - a. Any official activity conducted in the course of your law enforcement operations;
 - b. Any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
 - c. Ownership, maintenance, operation or use of any premises by your law enforcement operations;
 - d. Any criminal prosecution activity by judicial officers, prosecuting attorneys, and staff, other than public defenders or criminal defense attorneys.
8. "Law enforcement wrongful act(s)" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured arising from a "law enforcement activity".
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
10. "Loss adjustment expenses" means our expenses incurred to adjust a "claim" and include fees paid to attorneys, experts, and investigators used to defend a "suit". "Loss adjustment expenses" does not include the cost of our salaried claims staff and their office expenses or independent adjusters.
11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 12. "Related law enforcement wrongful acts" means any multiple, repeated, or continuous "law enforcement wrongful act" that is causally connected by facts or circumstances or a series of any "law enforcement wrongful acts" causally connected by the same facts or circumstances.
- 13. "Suit" means a civil proceeding alleging "damages" to which this insurance applies. "Suit" includes:
 - a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.
- 14. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 15. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

SECTION VIII – EXTENDED REPORTING PERIODS

- 1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to "law enforcement wrongful acts" on a claims-made basis.
- 2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for:
 - a. "Law enforcement wrongful acts" that take place before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be cancelled and the entire premium shall be deemed fully earned and non-refundable upon payment.

- 3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days. During this period, you will have the right, subject to part 2. of this section, to report "claims" made and consistent and in accordance with paragraph 2.a. of PART VI – CONDITIONS, any "law enforcement wrongful act" which may later result in a "claim".

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and you have fulfilled all other duties, and complied with all other conditions and requirements, under this Coverage Part.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of "damages"; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

Each Law Enforcement Wrongful Act

Annual Aggregate

The **LIMITS OF INSURANCE** (Section V) provisions of this coverage part will be amended accordingly.

SOBRYA 12 04 11:43

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